

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

DATA TICKET, INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
DATA TICKET, INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 30 day of July, 2014 by and between the City of Bell, a charter city (“City”) and Data Ticket, Inc., a California Corporation (“Contractor” or “Data Ticket”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For

purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at

the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses if an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty, and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor (Principals) are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Heather Nowlan
(Name)

Project Manager
(Title)

Marjorie Fleming
(Name)

President
(Title)

Brook Westcott
(Name)

Supplemental Project Manager
(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any

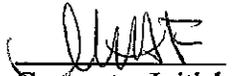
failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]


Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims

or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable (“indemnors”), or arising from Contractor’s reckless or willful misconduct, or arising from Contractor’s or indemnors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees; any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Contractor shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit “B”, Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any

right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ (\$ _____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BELL, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements

between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

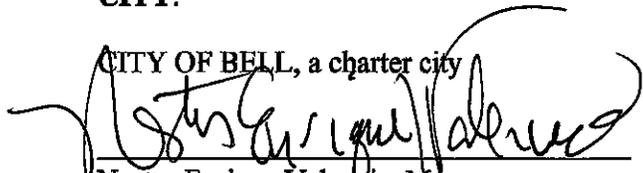
9.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

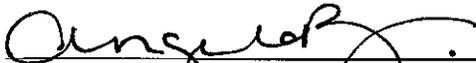
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

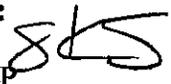
CITY:

CITY OF BELL, a charter city

Nestor Enrique Valencia, Mayor

ATTEST:


~~Janet Martinez, Acting City Clerk~~
Angela Bustamante

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP 


David J. Aleshire, City Attorney

CONTRACTOR:

Data Ticket, Inc.
a California Corporation

By: 
Name: Marjorie A. Fleming
Title: President

By: 
Name: A. WILLIAM FLEMING
Title: SECRETARY

Address: 4600 Campus Dr.
Suite 200
Dayport Beach, CA 92660

Please see att'd. 'Acknowledgement!'

Two signatures are required if a corporation.

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

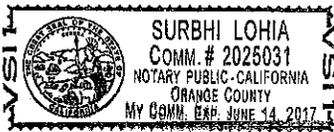
STATE OF CALIFORNIA

County of ORANGE

On August 18, 2014 before me, SURBHI LOHIA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Albert William Fleming & Marjorie Alice Fleming
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature Surbhi Lohia
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Service Contract for City of Bell

Document Date: August 18, 2014 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following parking citation processing services ("Services"):

A. Data Ticket Solutions. Provide a web based solution ("Data Ticket Solution" or "Solution") that will provide the City with the following:

1. Data entry of manual citations, Monday through Friday;
2. Daily electronic transfer of handheld citations
3. Daily nationwide registered owner information
4. Sending notices via First Class Mail, Monday through Friday
5. Daily application of penalties per the City's bail schedule
6. Daily California DMV registration holds and releases
7. Data entry of manually received payments, updated within 48 hours or receipt Monday through Friday
8. Automated tracking of payment plans per the City's business rules
9. Acceptance of partial payments via mail, IVR, customer service lines and the Internet
10. Acceptance of and real-time processing of VISA, MasterCard, Discover and American Express via the Internet, IVR and US mail
11. Full edit capability via the web for every piece of citation data
12. Updating of phone notes, real-time as phone calls are handled
13. Digital recording of all calls received and made by Contractor on-site Customer Service Department
14. Patron website for payment processing, FAQs, online appeal requests and general information
15. City website for complete interaction with all citation data
16. Full adjudication services online, including the ability to manage 1st level reviews, 2nd level hearings and 3rd level court proceedings, real time
17. User-defined access levels to ensure each City Staff member has access to the exact functionality he/she has the authority to manage
18. Online reporting available 24/7, providing both real-time, ad hoc reports and month-end reports
19. Ad hoc reporting that allows the City's staff to create, generate and save custom reports at the user level
20. Complete, real-time audit trail for every citation in the Solution, including but not limited to data entry, adjudication, payments, customer service notes, notices, DMV interaction, and user notes

21. Complete audit trail of the registered owner and any changes made due to a release of liability, a change due to a renter or lessee or any other change.
22. The City will be able to view a complete history of the notices sent for each citation

B. Accessibility for City Personnel. Data Ticket Solution shall be accessible using a username and password. Any City employees with access to the Internet and a web browser may access the system using their unique username and password. Access by the City's personnel is provided in real time and granted by a citation number, notice number, state / plate, name, and VIN. Data displayed once a valid search criterion is used shall include the following:

1. All citation level information that was entered on the citation
2. Current status of the citation, provided in bolded text
3. DMV Inquiry date and hold and release information and dates, including registered owner information, with address, and registration expiration date
4. Notice history, including date sent, date due, address sent to, and amount due
5. Administrative Review history, including date the citation was placed on hold, who placed it on hold, date the judgment was entered, the judgment, the name of the individual who entered the judgment, the date the decision letter was generated and sent and all evidence uploaded by the Appellant.
6. Administrative Hearing history, including date the citation was placed on hold, who placed it on hold, date the Hearing was scheduled, date the Hearing Schedule letter was sent, date of the Hearing, date the judgment was entered, the judgment, the name of the individual who entered the judgment, the date the decision letter was generated and sent, and all evidence uploaded by the Appellant.
7. Payment and penalty information, including payment date, check date, deposit date, payment location, amount paid, returned check date, etc.
8. Registered owner information as provided by DMV, including registration date and any names listed on the registration
9. A complete history of registered owner information and history in the event a release of liability was provided to Data Ticket for processing
10. All phone notes as entered by Data Ticket's Customer Service Representatives and any other personnel who have a username and password
11. The number of citations for each registered owner and the number of citation issued for each state / plate
12. Vehicle registration history
13. Images, if taken by a handheld ticket writer with photo capabilities
14. A complete audit trail of the citation

15. Citation simulation for reproduction and printing at the City

City personnel will have access to data based on the level of security they are provided. The City will define each level of security to be applied to each person. Access to the system by the City includes the ability to process the following types of transactions; however, should the City decide to have Contractor process these transactions, Contractor will do so at no cost to the City:

1. Enter voids with comments
2. Enter dismissals with comments
3. Enter letter data with the ability to add custom notes
4. Place holds (extensions) on citations and enter a hold date and a reason
5. Enter promissory notes with extension dates
6. Enter review and hearing notices and comments
7. Enter review and hearing dispositions, including notes and comments
8. Enter or request citation data corrections
9. Enter phone notes to be viewed by the City and Data Ticket only
10. Enter or request license plate corrections and violation changes
11. Reduce citation dollar amounts
12. Enter refunds performed at the City
13. Enter NSF's received by the City
14. Enter payments taken at the City

C. Accessibility to Patrons. The City's citizens and visitors who receive citations will also have the ability to access their citation(s) online. In addition to being able to view a citation online, they will be able to view citation photos, if taken, get specific and general information regarding their citation(s), pay for a single or multiple citations, request an administrative review and attach supporting documentation and request an administrative hearing and attach supporting documentation.

D. Automated Processing. Data Ticket Solution is time and event driven so each transaction that occurs in the system, such as acquiring a registered owner, sending notices, applying penalties and managing the adjudication process occur when the City requires it to occur. Based on the timing required by City, as each citation encounters the next step in processing, Data Ticket Solution performs that step automatically.

E. Implementation Plan

1. Contractor shall provide an implementation plan for the City that covers all aspects of a change from the City's existing vendor to Data Ticket. The implementation process should be completed within 30 days after City completes the tasks below in subsection 3 of this Section E.

2. Contractor will be responsible for:
 - a. The transition of data, services and training for the City.
 - b. Contractor will work closely with the City's existing citation processing vendor to obtain and understand the data to be converted.
3. After Council approval and execution of this Agreement, City shall:
 - a. Send written notice/letter to City's prior vendor requesting a conversion file to Data Ticket
 - b. Sign and send completed DMV documentation to California DMV to assign the Parc Code to Data Ticket
 - c. Supply the following data electronically to Data Ticket:
 - i. Bail Schedule
 - ii. Penalty amounts and time at which penalties will apply
 - iii. Officer List
 - iv. Location List
 - v. Copy of Manually written citation
 - vi. Provide guidelines on how Data Ticket's Customer Service and/or Adjudication Departments will handle the following:
 - (a) Daily phone calls
 - (b) Handicap Citations
 - (c) Fix it Citations
 - (d) Request for Indigent Form
 - (e) Grace periods requests
 - (f) Payment Plan requests
 - (g) Other, as determined by the City
 - d. City to perform the following introductions:
 - i. Accounting or Finance Contacts for the purposes of reviewing invoices and online financial reporting
 - ii. Officer Contacts for the purposes of reviewing the handheld processes and online operational reports
 - iii. Management Contacts for the purposes of reviewing online reporting capabilities and processes and procedures. This contact is often the individual with whom Contractor will discuss customer service processes and/or adjudication processes.
 - iv. Adjudication Contacts for the purposes of reviewing the adjudication processes and online reporting

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

- A. Implementation Plan in a form substantially similar to Sample Implementation Plan in Exhibit A-1.
- B. Reports as set forth in the Available Reports Table in Exhibit A-2.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City apprised of the status of performance by delivering the following status reports:**
- A. Upon City's request, a cost model report laid out at the inception of this Agreement to actuals that have been realized**
 - B. In addition to status reports, Contractor shall respond to City the same day, if not within 2 hours of each communication received. In addition, Contractor shall provide City with office numbers, email addresses and cell numbers Data Ticket personnel to ensure adequate accessibility to City.**
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**
- V. Contractor will utilize the following personnel to accomplish the Services:**

Name	Department	Function
Sonya Radziuk	Operations	Daily operational assistance, including citation adjustments, DMV access, real-time DMV lookups, etc.
Aaron Ayala	Adjudication	Daily adjudication assistance
Joan Conaty	Data Entry	Daily data entry assistance
Mariane Hernandez	Accounting	Daily accounting / banking assistance
Lluvia Hernandez	Customer Service	Daily customer service assistance

Individual	Assignment of Tasks	Time Commitment
Heather Nowlan Sr. Client Services Mgr., Project Mgr. for City of Bell	Implementation Set-Up Acquisition of Data CA DMV Parc Code Assignment User Training Correspondence Review User Setup Daily Questions	100% as needed
Marjorie Fleming President	Contractual Oversight Attendance at City Council Meeting(s) Performance Integrity	100% as needed
Brook Westcott Chief Operating Officer, Supp. Project Mgr. for City of Bell	Conversion Effort Accounting Oversight Internal Oversight of Operational Processes	50% as needed

Heather Nowlan, Senior Client Services Manager, will be the individual responsible for working directly with the City on the implementation of services to Data Ticket, the initial training effort and on-going training. Specifically, she will be responsible for acquiring data from the City that will aid in conversion and she will be responsible for providing each of the City's Staff with usernames and passwords that will provide access to the Citation Processing System at the appropriate, requested level. In addition, Heather will be responsible for providing all user training with regard to the Citation Processing System. This training will be performed in person, via the Internet and over the phone. Finally, Heather will be responsible for reviewing all noticing and correspondence to be sent on behalf of the City, for approval.

Marjorie Fleming, President, will be responsible for overseeing the contract with the City. She will be responsible for attending any City Council meetings and she will be responsible for ensuring the contract is signed and followed. She will also oversee the integrity of the service and performance.

Brook Westcott, Chief Operating Officer, will be responsible for ensuring the conversion from the City's existing vendor to Data Ticket is performed accurately and in a timely manner. Brook will be responsible for ensuring the data received from the City's existing vendor is understood and loaded into Data Ticket's system correctly and accurately. In addition, Brook will be responsible for ensuring Data Ticket's Accounting Department, Operations Department, Mail Room, Data Entry Department, Adjudication Department, and Customer Service Department are up to speed on all processing requirements of the City.

In addition to the above-mentioned individuals, Data Ticket also makes available to City the Data Entry Manager and Data Entry Lead, Customer Service Manager, complete Adjudication Department, complete Operations Department, complete Accounting Department and complete IT Department. Should the City prefer to work through a single point of contact with a supplemental point of contact, Contractor can accommodate that as well.

EXHIBIT "A-1"

FORM IMPLEMENTATION PLAN

Data Ticket, Inc. 4500 Campus Drive, Suite 200 Newport Beach, CA 92660						
ID	Task Name	Resource Name(s)	Duration	Start	Finish	Dependencies
1	City sends letter of termination to existing vendor	City	0 days	Mon 12/2/13	Mon 12/2/13	
2	Test Data Conversion		17 days	Mon 12/2/13	Tue 12/3/13	
3	Data Ticket requests test data file	Data Ticket	1 day	Mon 12/2/13	Mon 12/2/13	
4	Data Ticket receives test data file	Data Ticket	10 days	Tue 12/3/13	Mon 12/16/13	
5	Data Ticket reviews test data	Data Ticket	1 day	Tue 12/17/13	Tue 12/17/13	
6	Data Ticket asks questions of County's existing vendor	Data Ticket	1 day	Tue 12/17/13	Tue 12/17/13	
7	Data Ticket receives answers from County's existing vendor	Data Ticket	1 day	Wed 12/18/13	Wed 12/18/13	
8	Data Ticket loads test data into test database	Data Ticket	1 day	Thu 12/19/13	Thu 12/19/13	
9	Data Ticket reviews test data as loaded	Data Ticket	1 day	Fri 12/20/13	Fri 12/20/13	
10	Data Ticket asks questions of County's existing vendor	Data Ticket	1 day	Thu 12/19/13	Thu 12/19/13	
11	Data Ticket receives answers from County's existing vendor	Data Ticket	1 day	Fri 12/20/13	Fri 12/20/13	
12	Data Ticket edits conversion code	Data Ticket	1 day	Fri 12/20/13	Fri 12/20/13	
13	Data Ticket loads test data into test database	Data Ticket	1 day	Mon 12/23/13	Mon 12/23/13	
14	Data Ticket reviews test data as loaded	Data Ticket	1 day	Tue 12/24/13	Tue 12/24/13	
15	30 Day Termination Period Ends from Prior Vendor	Prior Vendor	0 days	Tue 12/31/13	Tue 12/31/13	
16	Live Data Conversion		4 days	Tue 12/31/13	Fri 1/3/14	
17	Data Ticket receives and reviews live data file	Data Ticket	1 day	Tue 12/31/13	Tue 12/31/13	
18	Data Ticket loads live data into live database		4 days	Tue 12/31/13	Fri 1/3/14	
19	2013 Data Loaded	Data Ticket	1 day	Tue 12/31/13	Tue 12/31/13	
20	2012 Data Loaded	Data Ticket	1 day	Wed 1/1/14	Wed 1/1/14	
21	2011 Data Loaded	Data Ticket	1 day	Thu 1/2/14	Thu 1/2/14	
22	2010 and prior Data Loaded	Data Ticket	1 day	Fri 1/3/14	Fri 1/3/14	
23	Data Ticket reviews live data as loaded	Data Ticket	4 days	Tue 12/31/13	Fri 1/3/14	

EXHIBIT "A-2"

AVAILABLE REPORTS TABLE

(On following page)

Exhibit A-1

Report Title	Report Description	Availability	
		Real-Time	Month-End
Bail Schedule	Displays the violation code, violation description, original bail amount, corresponding penalties and timing of each penalty for each violation for which a client writes citations.	✓	✓
Client Billing Summary Report	Provides details on each billing item on each invoice, including citation number, plate / state, notice type, adjudication matter, etc.		✓
Client Billing Detail Report	Provides a summary level of each billed item as a category that matches each invoice.		✓
Refund Request Report	Displays citations for which a refund has been requested either by a registered owner, an appellant, or a responsible party. As refunds are issued, the citation is removed from the report real-time.	✓	
Officer Summary Report - Summary	Displays a summary level of citations, by issuing Officer, that includes total number of citations written, original bail amount, added penalties, number and dollar amount of citations dismissed, voided, adjusted and the total number and dollar amount of citations paid and outstanding. Citation Date drives this report. This report can be generated for all Officers or one.	✓	✓
Officer Summary Report - Detail	Displays the summary level information provided on the Summary report, as well as the detail, by Issuing Officer, for each citation issued. Citation Date drives this report. This report can be generated for all Officers or one.	✓	✓
Violation Statistics Report	Displays a cumulative view of the number of violations issued for each violation code the City writes per month.	✓	✓
Violation Statistics Report By Violation	Displays a summary level and detailed view of each citation for which a particular violation is written. This report can be generated for all violations or for one and is summarized by month.	✓	✓
Outstanding Collections Report	Displays the total number of citations written, their current status in the collections lifecycle and all activity as it pertains to the citation processing lifecycle. This report is divided into citations in the daily, delinquent, FTB and Advanced Third Party Collections stage and is generated by citation date.	✓	✓

Data Ticket, Inc.
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 Newport Beach, CA 92660

City of Bell
 Parking Citation Processing

Report Title	Report Description	Availability	
		Real-Time	Month-End
Citation Activity Report	Displays, by month, grouped citations into various categories including RO Miss, Make Mismatch, Registration Hold Successful, Notices sent, Bad addresses, Proofs of non-liability, etc. The report displays the total number of citations for each category and the percentage of citation compared with the year.	✓	✓
Closed/Dismissed/Void Report (Summary and Detail)	Displays citations as grouped into Closed, Dismissed and Voided sections in both a summary format and a detailed format. The summary version provides the original bail amount, penalties and charges, payments and amount owed. The detail then provides, for each grouping, the citation number, date, time, plate, State, make, location, status, number of notices sent, RO hit or miss, appeal status, DMV hold status, FTB status, the original bail amount, applied penalties and charges, payments and an amount owed, if any.	✓	✓
Payments By Violation Report	Displays, by date run, the citation number, citation date, payment amount, deposit date, type of payment, violation code and violation description. This report can be generated for all violations or for a single violation.	✓	✓
DMV Activity Report	Displays the citations for which a successful CA DMV Registration Hold was placed during the month, a payment was received at DMV and a successful CA DMV Registration Release was placed		✓
DMV Additions Report	Displays the citations for which a successful CA DMV Registration Hold was placed during the month. This report is generated directly from the CA DMV file.		✓
DMV Payments Report	Displays the citations for which a payment was made at CA DMV during the month. This report is generated directly from the CA DMV file.		✓
DMV Removals Report	Displays the citations for which a successful CA DMV Registration Release was placed during the month. This report is generated directly from the CA DMV file.		✓
Appeal Report	Displays a summary level set of data that provides the user with the total number of citations in the adjudication process, including the number of review requests, hearing requests, and court requests and the outcome for each level. This report also provides the details of each adjudication matter.	✓	
Payment Plan Report	Displays all citations for which a payment plan has been set up and displays the status, all payments and amount owed.	✓	

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City of Bell
 Parking Citation Processing

Report Title	Report Description	Availability	
		Real-Time	Month-End
Written Deposited Report by Data Ticket (Summary & Detail Levels)	Provides a summary level set of data, by day of the month that details the total funds deposited, total credit/debit cards accepted, total NSF's and credit card charge-backs and payments backed out by Data Ticket for each day of which the report is run. In addition, the report displays the details that make up each day's deposit, including citation number, payment received date, payment deposit date, check number and amount paid.	✓	✓
Written Received and Posted by Client (Summary & Detail Levels)	Provides a summary level set of data, by day of month that details the total funds deposited, total credit/debit cards accepted, total NSF's and credit card charge-backs, and payments backed out by a Client for each day of which the report is run. In addition, the report displays the details that make up each day's deposit, including citation number, payment received date, payment deposit date, check number and amount paid.	✓	✓
Credit/Debit Card Payment Summary Report	Provides a summary level set of data, by day of the month that details the total funds deposited, total credit /debit cards accepted, total NSF's and credit card charge-backs and payments backed out by a Client for each day of which the report is run.	✓	✓
Citation Status Report	Displays the citation written for a specified period of time and all activity that has taken place. The citation number, cite date, cite location, RO Hit, number of notices, original bail, applied penalties, payments, outstanding balance and whether the citation has been adjudicated are all fields that are displayed.	✓	✓
Scofflaw Report (Summary and Detail)	Displays a summary level set of data, based on a plate / state, for the total number of citations issued and outstanding and the total amount due. This report then provides the detailed information behind each state / plate, including the RO information, citation number, citation date, citation location, violation and amount owed. This report can be generated for 3, 4, 5 or more citation issued and outstanding and it can also be generated to include or exclude vehicles determined to be 'Junked' by CA DMV.	✓	✓

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 Parking Citation Processing

Report Title	Report Description	Availability	
		Real-Time	Month-End
Payments Grouped Report (Summary and Detail)	Provides an accounting of all payments received during a specified period of time, grouped by Department. For example if a client has multiple departments issuing citations for which they need to account separately, this report will can be run for all departments and will display the data grouped by department or it can be run for a single department. A summary level of data display, by Department, the total number of citations issued, the amount paid and the amount owed. A detail section then displays, by Department, the citation number, amount paid and amount outstanding.	✓	✓
Payment Exception Report (Summary and Detail)	Provides any citation for which there is an overpayment, a partial payment or an orphan payment. The first section of the report displays a summary level of information that displays, by type, the number of payments and the total dollar amount per payment. The second section displays the citation details including, citation number, date paid, batch number, amount paid, original balance of the citation, the new balance of the citation, a description of the status and the violations for which the citation was written.	✓	✓

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

1. Section 2.4 (Invoices) is hereby amended so that the third sentence of the second paragraph reads as follows:

"City will use its best efforts to cause Contractor be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice."

2. Section 7.7 (Liquidated Damages) is hereby deleted in its entirety.
3. Section 7.8 (Termination Prior to Expiration of Term) is hereby amended to replace the second sentence and add the third and fourth sentences to read as follows:

"The City reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to Contractor. Contractor shall continue services for all existing parking citations and collections efforts until the effective termination date, and complete any scheduled adjudication unless City requests otherwise. Contractor shall not process any new parking citations or begin any collection efforts upon receipt of City's written termination notice."

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

A. Manual Parking Citation Processing: \$0.60 per citation

1. Services for the above-mentioned items include:

- a. On-site data entry of manually written citations performed within 48 hours of receipt
- b. On-site quality assurance verification of manually entered citations
- c. Scanning of all manually written citations onto Contractor network for storage and ease of retrieval
- d. Bi-monthly shredding of manually written citations

B. Electronic Parking Citation Processing: \$0.50 per citation

1. Services for the above-mentioned items include:

- a. Automated citation transmission into Data Ticket's Citation Management Solution 24/7
- b. Automated confirmation email detailing successfully transmitted citations
- c. Automated transmission of photos attached to citations

C. Courtesy Notice: \$0.70 per citation

1. Services for the above-mentioned item include:

- a. Semi-custom Courtesy Notice that is printed on an 8 ½ x 11" piece of paper with a perforated tear-off payment stub provided in a window envelope sent to the registered owner of a vehicle
- b. All notices are attached to the citation online and are viewable via the web
- c. All notices sent via 1st Class Mail
- d. All notices include a return envelope in which the responsible party may submit payment
- e. This cost will increase as the US Postal Service increases the 1st Class postage rate
- f. This charge is only incurred if the individual does not pay pursuant to the citation issued to the person or on the vehicle ("off the windshield") and a notice is sent to the individual as a result

D. Out-of-State Collections: 26% of revenue collected

- 1. This fee will cover all expenses associated with obtaining out-of-state registered owner information and will be due when a citation is paid**

2. Data Ticket is a recognized Strategic Partner with NLETs; should the City have an assigned ORI, Data Ticket will request usage of the ORI for reference/audit purposes only. Data Ticket utilizes its own ORI for transactional purposes
3. This fee is not combined with any other contingency fee. For example if a citation is rolled to a delinquent status, only 26% of revenue collected will be charged
4. If Data Ticket does not collect on a citation that is issued to an out of state plate, the City does not owe this fee.

E. Delinquent Collections: 26% of revenue collected

1. This fee will be assessed when a citation is ninety (90) days past the citation issue date, assuming a first notice has been sent to the registered owner and the citation is not on hold for any reason
2. Three Delinquent Notices will be sent to the registered owner
3. All notices are sent via First Class mail and all notices are printed on an 8 ½ x 11" sheet of paper and folded into a window envelope; in addition, a window envelope is provided for the recipient to return payment
4. All notices are attached to the citation online and are viewable via the web
5. If Data Ticket does not collect on a citation that is delinquent, the City does not owe this fee
6. Notices will be sent via 1st Class Mail, and Data Ticket will be responsible for the cost incurred and all customer service and payment entry

F. Adjudication:

1. 1st Level Review Hold & Scanning of Review Request: \$0.50 per citation
 - a. Data Ticket will review all documentation received by the Appellant and determine whether the request was received within the required timeframe
 - b. If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Review Request Hold and scan all received documentation into the Citation Management Solution so that it is displayed on the web for the City's Staff
 - c. If the request is received outside the required timeframe, the City will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
2. 2nd Level Hearing Hold, Scan and Schedule Hearing: \$0.50 per citation
 - a. Data Ticket will review all documentation received by the Appellant and determine whether the request was received within the required timeframe
 - b. If the request was received within the required timeframe, Data Ticket's Adjudication Department will place the citation on an Administrative Hearing Request Hold and scan all received

- documentation into the Solution so that it is displayed on the web for the City's staff and the Hearing Officer
- c. If the request is received outside the required timeframe, the City will have the option to proceed as though the request was received within the timeframe or it may elect to have Data Ticket send a "time expired letter" rejecting the appeal
 - d. Data Ticket will work with the designated Hearing Officer to schedule the Hearing based on either a pre-determined schedule or an ad hoc basis, depending on the City's schedule

II. The costs set forth above in Section I of this Exhibit include the following services:

A. Online Access for the patrons:

1. The City's citizens will have the ability to perform the following functions online:
 - a. View real-time citation(s) data
 - b. Pay for a single or many citation(s)
 - c. Request a 1st Level Administrative Review and attach up to three documents supporting their position
 - d. Request a 2nd Level Administrative Hearing Request and attach up to three documents supporting their position
 - e. Print a receipt
 - f. View pictures of the citation taken by the issuing officer (if the City allows)

B. Online Access for the City's staff:

1. Access to the City's data is based on unique usernames and passwords assigned to each individual who requires access to the system.
2. Data Ticket does not limit the number of individuals who have access to the system and the number and types of access can change at any point with a simple email request to Data Ticket.
3. The Solution is setup to maintain a complete audit trail for each and every transaction in the system so that the username is displayed next to every transaction in the system, indicating who performed the transaction and when.

C. Dependent on the access rights provided to each City staff member, the following capabilities are available:

1. View real-time citation(s) data, including pictures taken by the Issuing Officer
2. Accept payment via VISA, MasterCard, Discover and American Express credit/debit cards
3. Accept payment via Cash, Check or Money Order
4. Process NSF's and Refunds
5. Reduce or increase violation amounts, dismiss citations, void citations and place a citation on hold

6. Change citation data, including violations, date, time, plate, location, comments, make, model, color, registration expiration date and others
7. Perform Administrative Reviews online by entering the disposition directly online
8. Generate a time expired or letter of non responsibility for a citation in the adjudication process
9. View the complete reason for the Review Request and supporting documentation provided by the Appellant directly online
10. Edit Appellant information
11. Upload disposition documents sent to the City via US Mail
12. Add a note to a citation and see all comments added to the citation
13. View the reason for the 2nd Level Administrative Hearing Request online and view the supporting documentation provided by the Appellant, directly online
14. Print a receipt with or without registered owner information

D. Reporting:

1. Data Ticket offers 24 reports online for the City to generate, print and re-print 24/7. Contractor provides real-time reports that can be generated for any timeframe required and Contractor provides pre-processed/month-end reports that reflect the month-end view of data.
2. All reports are available online and because Contractor does not purge data unless specifically requested to do so by a City, the data is available as long as the City is a client.
3. All reports are generated in HTML so City can copy and paste the data into Excel for data manipulation purposes.
4. If the City were to request a report that was not already available, Data Ticket would work with the City to design the report and provide it to the City at no cost.

E. Manual Payment Processing

1. Manually received payments (checks, cash, money orders and credit card payments sent via US Mail) are received at Contractor's PO Box where a bonded and insured courier picks up the mail daily and delivers it to Contractor's office
2. On-site Mail Department opens, sorts and batches the payments before providing them to Contractor's on-site Data Entry Department
3. After double-blind entry of each payment, the citations are updated by Contractor Quality Assurance team
4. Payments are then provided to Contractor's Accounting Department where daily deposit slips are completed and provided to a bonded, insured courier who takes them to the bank

F. Registered Owner Information:

1. Registered owner information for all citations issued on California license plates

2. Turnaround time for acquisition of California registered owner information is same day
3. Registered owner information for all citations issued on out of state license plates
4. Data Ticket is a recognized Strategic Partner with NLETs and has access to registered owner information nationwide through the NLETs service
5. Access to this system requires the use of the City's ORI for tracking purposes only
6. Data Ticket will utilize its ORI for actually acquiring the out of state data
7. Turnaround time for acquisition of out of state registered owner information using NLETs is same day

G. CA DMV Holds and Releases:

1. California DMV Holds and Release performed daily via an online connection
2. Holds and releases can also be performed real-time, upon request
3. Citation amounts placed on hold are updated daily in the event a partial payment is made

H. Customer Service:

1. Data Ticket provides a live, bi-lingual, on-site Customer Service Department that is fully trained to answer questions related to citation issuance, payment, adjudication, fix-it tickets, sign-offs, FTB, advanced credit reporting collections and more
2. All calls are recorded to quality assurance and recordings can be sent to the City at any time for review.
3. Data Ticket's IVR is bi-lingual and accessible via several toll-free numbers; the IVR provides real-time information to the caller regarding current status, including the amount due
4. The IVR accepts VISA, MasterCard, Discover, and American Express

I. Web Presence:

1. Data Ticket's Solution is 100% web-based and Section 508 Compliant and is provided at: www.CitationProcessingCenter.com; this is a generic website in the sense that it is not City branded. This website allows for the City and the City's people to access citations online
2. If the City prefers to have a City branded website, one in which the look and feel mimics that of the City's website, Data Ticket can and will provide this feature to the City.

J. Conversion:

1. Data Ticket will convert the citations currently with the City's existing vendor at no cost to the City
2. Citations that have not had a payment and do not have a registered owner will immediately be sent to the appropriate DMV so as to obtain a registered owner

K. Cost Increases:

1. Postal Rate Increase Offset – If postal rates increase during the term of the Agreement, rates to the City may be raised to no more than the actual postal rate increase.
2. No CPI Increases – There shall be no CPI increases for the duration of the Agreement or any extension thereof.

L. Fees Charged to the patrons:

1. Credit / Debit Card Processing: \$3.50 per transaction

- a. Data Ticket is PCI Compliant and provides for the ability to pay via VISA, MasterCard, Discover, and American Express on Contractor's website, www.CitationProcessingCenter.com, via Contractor's toll-free, bi-lingual Customer Service Representatives, and via Contractor's toll-free, bi-lingual IVR Solution
- b. There is no charge to the City for credit / debit card processing; however, the patrons are charged \$3.50 per transaction; this means the patrons can pay for a single or many citations at once and incur a single \$3.50 fee

2. Payment Plan Processing: variable cost

- a. An administrative fee will be assessed to patrons who wish to participate in a payment plan
- b. This fee will cover the cost of the payment plan initiation, and the cost of a confirmation letter that is sent to the patron confirming the details of the payment plan
- c. The City will have the ability to determine whether payment plans are accepted and, if so, what the parameters for payment will be

3. Credit Card Chargeback Processing: \$30.00 per transaction

- a. If a chargeback occurs, a fee will be charged to the patron for the processing of the chargeback
- b. No fee will be charged to the City

III. In addition to the above tasks, the City may with the written approval of the Contract Officer request the following additional services and products so long as the Contract Sum is not exceeded per Section 2.1 unless Additional Services are approved per Section 1.10.

A. Franchise Tax Board Processing (Optional)

1. SSN Look-up \$2.50 per SSN

- a. This fee will be assessed to lookup a social security number associated with a particular registered owner and address
- b. This charge is charged per unique SSN, not per citation

2. FTB Collections 15% of revenue collected

- a. This service is offered and mimics the City's current collections process by which the patron is assessed a penalty of 35% of the citation and, if the person pays, the City pays the 35% directly to

the City's current vendor. Since Data Ticket's fee is less than the 35% add-on delinquent fee recommended, the reduced fee charge of 15% will result in a net gain of 20% of the citation value returned to the City.

- b. This fee is charged if a citation is paid at the Franchise Tax Board
- c. This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at FTB, only the 15% of revenue collected will be charged
- d. Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail
- e. All notices are attached to the citation online and are viewable via the web
- f. Data Ticket will pay for the City's cost to participate in the FTB program; annually, FTB will send an invoice to the City for the number of debts placed at FTB; the City will simply provide this invoice to Data Ticket and Data Ticket will pay it in full
- g. If Data Ticket does not collect on a citation that is at FTB, the City does not owe the collection fee
- h. Data Ticket will send an FTB Notice to the Patron as required by the Interagency Intercept Program; this notice will be sent via 1st Class Mail

B. *Credit Reporting Collections Legal Action Not Required (Optional): 30% of revenue collected*

- 1. This service is offered and mimics the City's current collections process by which the Patron is assessed a penalty of 35% of the citation and, if the Patron pays, the City pays the 35% directly to the City's current vendor. Since Data Ticket's fee is less than the 35% add-on delinquent fee recommended, the reduced fee charge of 30% will result in a net gain of 5% of the citation value returned to the City.
- 2. This fee is charged if a citation is paid at Advanced Credit Reporting Collections
- 3. This charge is not combined with any other charge; for example if a citation is rolled to delinquent status and paid at Credit Reporting Collections, only the 30% of revenue collected will be charged

C. *1st Level Review Disposition (Optional): \$1.00 per citation*

- 1. Data Ticket will review all documentation received by the Appellant and render a disposition
- 2. The disposition will be available online for the City's Staff to review
- 3. This fee is only charged if Data Ticket actually performs the 1st Level Reviews and the City does not

D. *1st Level Review Disposition Letters (Optional): \$1.25 per letter*

- 1. Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail

- 2.All letters are attached to the citation online and are viewable via the web
- 3.Disposition letters will be sent Monday – Friday
- E. *2nd Level Hearing Disposition (Optional): \$85.00 per hour*
 - 1.Data Ticket's independent, certified, insured hearing officers will be provided to perform in-person, phone and written hearings
 - 2.Each hearing request will be reviewed, heard or read, and all required research will be performed
 - 3.The Hearing Officer will enter a judgment into the Citation Processing System for viewing by the City, Appellant and Data Ticket
 - 4.Hearings will be scheduled
 - 5.The City will incur costs associated with mileage as defined by Federal guidelines
 - 6.Data Ticket will work with the City to arrange for the use of a conference room at a City location or the City may elect to have citations heard at a centralized location within the County
- F. *2nd Level Hearing Schedule & Disposition Letters (Optional) \$1.25 per letter*
 - 1.Data Ticket will send a custom disposition letter to the Appellant via 1st Class Mail
 - 2.All letters are attached to the citation online and are viewable via the web
 - 3.Disposition letters will be sent Monday – Friday
- G. *Joint / Escrow Banking Services (Optional) \$100.00 per month*
 - 1.Services for the above-mentioned item include:
 - a. Daily deposits of funds to the City's escrow account
 - b. Online, real-time reconciliation reports that tie directly to the bank statement
 - c. Processing of all credit card charge-backs and Insufficient Funds
 - d. Month-end reconciliation of all funds collected
 - e. Disbursement of County / State Surcharges at month-end
 - f. Payment of Data Ticket's invoice
 - g. Disbursement of the net remittance to the City
 - h. Scanning of all payments directly to joint bank account daily using remote check deposit
 - i. The City will be responsible for the purchase of banking supplies, including checks and endorsement stamps; these fees typically run \$200.00 per year
- H. *Charge-backs and NSF's (Optional) \$5.00 per issued instance*
 - 1.Data Ticket will process credit card charge-backs and NSF's when notified of each occurrence
 - 2.Once processed, Data Ticket will send a custom letter to the individual detailing the returned item and the amount due on the citation
- I. *Refunds (Optional) \$5.00 per issued instance*
 - 1.Data Ticket will process refunds when notified of each need
 - 2.In the event the utilizes Joint Banking Data Ticket will verify, generate and send each refund due

3. Refunds will be issued weekly

4. Refunds will be sent via 1st Class Mail

J. Handheld Unit Pricing: (Optional)

1. Casio IT9000 Handheld Unit 3 year lease \$150.00 per unit per month

- a. Handheld Ticket writers with integrated printer
- b. Docking stations to transmit citations electronically
- c. Remote servicing
- d. Remote software enhancements
- e. Full maintenance and support with 48 hours replacement
- f. No deductible to be assessed in the event of repair or replacement
- g. No limit on the number of repairs or replacements required

IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all tasks performed, description of each task, unit measurement, quantity and rate.
- B. Line items for all materials and equipment properly charged to the Services.

V. The total compensation for the Services shall not exceed \$150,000 as provided in Section 2.1 of this Agreement and not exceed \$50,000 per year.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services on an ongoing basis for a period not to exceed 3 years ("Term") unless the Agreement is extended. The City in its sole and absolute discretion may extend the Agreement for a period not to exceed 3 years from the end of the Term. Any extension of the Agreement beyond the period authorized under Section 2.1 must be approved by the City Council.**

- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**



Parking Citation Processing
RFP Notice

NOTICE
INVITING PROPOSAL

PUBLIC NOTICE is hereby given that the City of Bell will receive sealed proposals for Parking Citation Processing until **11:00 a.m., Friday, November 1, 2013** at

City Clerk's Office
City of Bell
6330 Pine Avenue
Bell CA 90201

Each bid must be drafted in accordance to the specifications set in the City RFP. The specifications may be obtained at the Police Department, City of Bell, 6326 Pine Avenue, Bell California between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday.

Proposals must be addressed to the attention of the City Clerk, sealed and marked on the outside of the envelope, **"City of Bell Parking Citation Processing"**

The City of Bell reserves the right to reject any and all proposals. The City also reserves the right to waive any informalities, errors or omissions in any proposal submitted in order select the Parking Citation Processing service that best meets the City's needs.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2014

PRODUCER Ashbrook-Clevidence, Inc. 3000 W. MacArthur Blvd., #320 Santa Ana, CA 92704 Phone #0188788	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Data Ticket, Inc. dba: Revenue Experts 4600 Campus Drive #200 Newport Beach, CA 92660	<table border="1"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: State Compensation Ins. Fund</td> <td></td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Insurance Co.		INSURER B: State Compensation Ins. Fund		INSURER C: Continental Casualty Company		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Hartford Casualty Insurance Co.													
INSURER B: State Compensation Ins. Fund													
INSURER C: Continental Casualty Company													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	84SBAIA9147	11/01/13	11/01/14	EACH OCCURRENCE	\$2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COMP/OP AGG	\$4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	84SBAIA9147	11/01/13	11/01/14	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	84SBAIA9147	11/01/13	11/01/14	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	90657312014 YES	07/12/14	07/12/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER E & O	287188360	11/01/13	11/01/14	\$2,000,000 Limit \$10,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 City of Bell, its officers, employees and agents are named as additional insured solely as their interests may appear, as per verbiage from the policy as respects to the general liability coverages.

CERTIFICATE HOLDER

City of Bell
 6326 Pine Ave.
 Bell, CA 90201

CANCELLATION *10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.